

**STATE OF WASHINGTON  
Washington Department of Veterans Affairs (WDVA)  
OLYMPIA, WASHINGTON**

**Request for Proposals  
RFP NO. 2019-002**

**PROJECT TITLE: County Veteran Service Officer Program**

**PROPOSAL DUE DATE: August 30, 2019, 4:00 PM Pacific Daylight  
Time, Olympia, WA, USA.**

**Emailed Proposals will be accepted. Faxed bids will not be  
accepted.**

**EXPECTED TERM FOR THE CONTRACT:  
No later than January 1, 2020 through June 30, 2021**

**The WDVA reserves the right to extend the contract at the sole  
discretion of the WDVA.**

**ELIGIBILITY: This procurement is open to all Counties that satisfy  
the minimum qualification of One Hundred Thousand or less in  
population in Washington State.**

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## 1. INTRODUCTION

### 1.1. PURPOSE

The Washington Department of Veterans Affairs (WDVA) is requesting proposals from eligible Washington counties to establish a County Veteran Service Officer position for the purpose of providing funding to underserved counties to establish and maintain a Veteran Service Officer within the county to assist veterans and their family members with applying for veterans' benefits, programs, and services.

### 1.2. QUALIFICATIONS

Counties not meeting the minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal rejected as non-responsive will not be evaluated or scored.

Minimum Qualifications:

- County government in Washington State
- Have one hundred thousand (100,000) or less in population within county (County populations shall be based on the Washington State Office of Financial Management April 1, 2019 official population estimates and are available at <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>).
- County must be registered in Department of Enterprise Service's Washington Electronic Business Solution (WEBS) as outlined in Section 1.7.

### 1.3. FUNDING

A total of \$450,000 is available under this RFP which will provide funding through June 30, 2021. This RFP will provide funding to a minimum of two counties although additional counties may receive funding based on available funds. Not all eligible counties will be awarded funds through this RFP therefore awards will be prioritized for proposals from eligible counties that are underserved by existing Veteran Service Officers from veteran service organizations recognized by the Secretary of the U.S. Department of Veterans Affairs. Furthermore, in order to serve as many veterans and their families as possible, second priority will be given to proposals from eligible counties that serve the greatest number of veterans and their family members.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. This funding is available on a one-time basis and there is no guarantee that this funding will be continued beyond June 30, 2021 so counties are encouraged to outline a plan to support their County Veteran Service Officer program should additional funding not be available beyond June 30, 2021.

### 1.4. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively to start no later than January 1, 2020 or upon execution, and end June 30, 2021. The WDVA reserves the right to extend the contract to accommodate the completion of the required work. Any Amendments extending the period of performance, if any, shall be at the sole discretion of the WDVA and must be accepted and executed no-later-than (NLT) 14 business days prior to the original expiration.

### 1.5. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Counties should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

## 1.6. DEFINITIONS

**WDVA.** The Washington State Department of Veteran Affairs (WDVA) is the agency of the state of Washington that is issuing this RFP.

**County.** Government agency submitting a proposal in order to attain a contract with the WDVA.

**Apparent Successful County.** The County selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Contractor.** County whose proposal has been accepted by the WDVA and is awarded a fully executed, written contract.

**Proposal.** A formal offer submitted in response to this solicitation.

**Proposer.** County that submits a proposal in order to attain a contract with the WDVA.

**Request for Proposals (RFP).** Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

## 1.7. WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Counties are solely responsible for:

- Properly registering with the Department of Enterprise Service's WEBS at <https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.
- Maintaining an accurate County profile in WEBS.
- Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation you are interested in proposing; downloading all current and subsequent amendments to the solicitation.

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Counties who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential County having incomplete, inaccurate, or otherwise inadequate information, or a County submitting an incomplete, inaccurate, or otherwise inadequate proposal. Counties and potential Counties accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

## 1.8. ADA

The WDVA complies with the Americans with Disabilities Act (ADA). Counties may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

**2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS**

**2.1. RFP COORDINATOR**

The RFP Coordinator is the sole point of contact in the WDVA for this procurement. All communication between the County and the WDVA upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	David Thatcher
Mailing Address	PO Box 41150, Olympia, WA 98504-1150
Street Address	Washington State Department of Veterans Affairs Attn: RFP Coordinator 1102 Quince Street S.E. Olympia, WA. 98501-1150
Phone Number	360-725-9844
Fax Number	360-725-2197
Email Address	<a href="mailto:dvacocontracts@DVA.WA.GOV">dvacocontracts@DVA.WA.GOV</a>

**Table 1: RFP Coordinator Contact Information**

Any other communication will be considered unofficial and non-binding on the WDVA. Counties are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

**2.2. MANDATORY RESPONSE OVERVIEW**

Counties must complete a response to each mandatory section. Proposals may be disqualified for not completing proposal sections. Each mandatory item is noted with an (M).

In response to each RFP requirement, Counties must clearly state whether or not their solution meets the requirement by providing a detailed description of how the proposed solution will meet the requirements and respond as requested. The County will be scored based on how well the County meets WDVA's requirements. Failure to meet an individual requirement may not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the proposal. A response of "not applicable" is a valid response.

**2.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

The dates listed below represent the projected procurement schedule. The WDVA reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to Proposal due date will be sent electronically to all properly registered users of the Department of Enterprise Service's Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

Changes to the Procurement Schedule after proposal Due Date may be communicated to all Counties reflecting the change.

Specific schedule for RFP Evaluation:

<b>Activity/Event</b>	<b>Date/Time</b>
Issue RFP document (Available for download from <a href="http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx">http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx</a> )	July 25, 2019

**REQUEST FOR PROPOSAL RFP 2016-009**

<b>Letter of Intent (M)</b>	<b>4:00 PM PST, August 8, 2019</b>
Pre-Proposal Conference Call and Webinar (M) [see Section 3.8 for instructions, etc.]	0900 AM PST, August 9, 2019
<b>Vendor RFP Questions due</b>	<b>4:00 PM PST, August 13, 2019</b>
Amendment issued for answers to questions, if applicable (Counties should begin checking the website for any amendments)	August 15, 2019
<b>Deadline to Submit Vendor Complaints</b>	<b>4:00 PM PDT, August 16, 2019</b>
<b>Proposals due (M)</b>	<b>4:00 PM PDT, August 30, 2019</b>
Evaluate proposals	September 3-9, 2019
Announce "Apparent Successful County" (ASC) and send notification via email to unsuccessful Vendors	September 12, 2019
Requests for debrief conference(s) must be received from unsuccessful Counties within five (5) business days of the ASC announcement.	September 17, 2019
Debriefing conferences conducted as Scheduled with unsuccessful Counties.	TBD
Timeline to Negotiate contract (Anticipated.) Award Results Posted on WEBS.	September 12 – December 31, 2019
Begin contract work no later than (Proposed)	January 1, 2019

**Table 2: Schedule for RFP Evaluation**

**2.4. COMMUNICATION RESPONSIBILITIES**

Counties will be responsible for communicating to the RFP Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. Where requirements appear to prohibit or restrict your participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Questions, Comments, and Complaints consistent with Section 2.3 Estimated Schedule of Procurement Activities. The solicitation process may continue. If changes result, written amendments will be made by the RFP Coordinator and provided by posting them on WEBS as indicated above.

**2.5. REVISION TO THE RFP**

In the event that it becomes necessary to revise any part of this RFP, notification of amendments to the procurement schedule prior to proposal due date will be sent electronically to all properly registered users of the Department of Enterprise Service’s Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

The County is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

The WDVA reserves the right to revise the RFP and/or to issue amendment(s) to the RFP. For this purpose, the answers to any questions that may be submitted to the [RFP Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFP.

The WDVA also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFP, an amendment will be posted to WEBS prior to the due date.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential County to carefully examine these requirements, terms and conditions. Should any potential County find discrepancies, omissions or ambiguities in this RFP, the County shall at once request, in writing, an interpretation from the WDVA’s RFP Coordinator. Any

## REQUEST FOR PROPOSAL RFP 2016-009

inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (including facsimile and email transmissions) to the WDVA's RFP Coordinator, as specified in Section 2.1, RFP Coordinator on page 9.

### 2.6. RIGHT TO MODIFY RFP SCOPE

The WDVA reserves the right to modify the scope of the project, including adding and deleting modular functionality throughout the procurement process. This will include adding or deleting specific modules/functional areas from the final procurement and resultant contract.

### 2.7. PROPRIETARY INFORMATION

Clearly mark every page of any portion(s) of your proposal which contains proprietary information. You may not mark the entire proposal as copyrighted, proprietary or confidential. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, or declares that the document is the exclusive property of the County, will be disqualified and removed from consideration. If your proposal is successful and the WDVA receives a request to view or copy your proposal, the WDVA shall respond according to public disclosure procedures described in this RFP. However, if any information is marked as proprietary or confidential in your proposal, the WDVA shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure. Your cost proposal is not proprietary.

### 2.8. PUBLIC DISCLOSURE

Proposals shall become the property of the WDVA. All proposals shall be deemed to be a public record as defined in RCW 42.56.001 to 42.56.903, "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the County, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration.

RFPs are not disclosable prior to release to potential respondents.

With the exception of lists of prospective Counties, the WDVA will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of:

- Proprietary/confidential portion(s) of the successful proposal(s), until the County has an adequate opportunity to seek a court order preventing disclosure.

The WDVA will charge for copying and shipping any copies of materials requested as outlined in Chapter 468-06-090 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFP Coordinator named in this RFP.

The WDVA will retain RFP records in accordance with Washington State and WDVA Records Retention Schedules.

Any information in the proposal that the successful County desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56. 001 to 42.56.903 must be clearly designated. The particular exception from disclosure upon which the County is making the claim and the RFP page it is found on must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The WDVA will consider a County's request for exemption from disclosure; however, the WDVA will make a decision predicated upon Chapter 42.56 RCW and chapter 236-48-123 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored and will be considered non-responsive and be disqualified for further consideration. The County must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected County has been given an opportunity to seek a court injunction against the requested disclosure.

**2.9. RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The County is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive

County must respond to each question/requirement contained in this RFP that is designated Mandatory (**M**). Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The WDVA reserves the right to consider the actual level of County's compliance with the requirements specified in this solicitation and to waive informalities in a Proposal. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Counties.

Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

For Mandatory requirements (**M**), the Response must always provide the information being required to be responsive. These will be scored on a **P/F** basis.

For Mandatory and Scored (**M/S**) items, the Response must always provide the information being required and indicate explicitly whether or not the County's proposed services meet the requirement, and describe how the proposed services will accomplish each requirement as it relates to the service(s) proposed.

Anything marked Optional (**O**) is not required and is at the County's discretion.

**2.10. ACCEPTANCE PERIOD**

Proposals must provide 90 days for acceptance by the WDVA from the due date for receipt of proposals. Responses providing less than ninety (90) days for acceptance by the WDVA from the due date set for receipt of proposals will be considered non-responsive and will be rejected.

Responses that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

**2.11. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS**

If the WDVA receives only one (1) responsive proposal as a result of this RFP, the WDVA reserves the right to select and award the contract to the single County.

**2.12. MOST FAVORABLE TERMS**

The WDVA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the County can propose. There will be no best and final offer procedure. The WDVA does reserve the right to contact a County for clarification of its proposal.

The Apparent Successful County should be prepared to accept this RFP and any subsequent Amendments and the Proposal response to be incorporated into the resulting Contract from this RFP. Contract negotiations may incorporate some or all of the County's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the WDVA.

**2.13. NO OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or the WDVA to contract for service(s) or product(s) specified herein. The WDVA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

**2.14. COST TO PROPOSE**

The WDVA will not be liable for any costs incurred by the County in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

**2.15. PROPOSAL REJECTIONS**

The WDVA will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. The WDVA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFP.

**2.16. NON-ENDORSEMENT AND PUBLICITY**

In selecting a County to supply services for Veterans, the WDVA is not endorsing the County's Products or Services, nor suggesting that they are the best or only solution to their needs.

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this procurement, may be released by the Apparently Successful County without obtaining prior written approval from the WDVA.

**2.17. WAIVERS**

The WDVA reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Counties that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from the WDVA prior to submission of the proposal. Such a waiver, if granted, will be granted to all Counties.

**2.18. PAYMENT ADVANCES**

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Counties are paid after services and products are delivered and accepted.

**2.19. COMMITMENT OF FUNDS**

The Director of the WDVA or delegate is the only individual who may legally commit the WDVA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**2.20. ELECTRONIC PAYMENT**

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct bank deposit. The successful COUNTY shall register in the Statewide Payee Desk, prior to submitting a request for payment under the resulting Contract under this RFP.

To obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

**2.21. WORKER'S COMPENSATION COVERAGE**

The County will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither

the State of Washington nor the WDVA will be held responsible in any way, for claims filed by the County or their employees for service(s) performed under the terms of the contract awarded from this RFP.

**2.22. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION (O)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Women Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a COUNTY. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Proposals, no minimum level of OMWBE participation shall be required as condition for receiving an award, and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Counties may contact Office of Minority and Women's Owned Business Enterprises (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Counties from inviting others from participation from non-MWBE firms as well as MWBE firms.

Counties who intend to use MWBE Subcontractors are encouraged to identify the participating firm.

For this type of service the established annual procurement participation goals for MBE is 10% and for WBE, 4%. These goals are voluntary. For information on certified firms, Counties may contact OMWBE at 360-753-9693 or <http://www.omwbe.wa.gov>.

**2.23. VETERAN-OWNED BUSINESS PARTICIPATION (O)**

In accordance with Executive Order 13-01, the Governor of the state of Washington encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans Affairs under 43.60A RCW.

Participation may either be on a direct basis in response to this solicitation or on a Subcontractor basis. Prime contractors are encouraged to include goals for participation by veteran-owned businesses. However, no preference will be included in the evaluation of proposals, no minimum level of Veteran Owned Business participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

Nothing in this section is intended to prevent or discourage Counties from inviting participation from non-veteran owned firms as well as veteran-owned firms.

Counties who intend to use Veteran Owned Businesses as Subcontractors are encouraged to identify the participating firm.

The established annual procurement participation goal is 5 percent. This goal is voluntary. Counties may contact the WDVA at 1-800-562-0132 option '1' or visit [www.dva.wa.gov](http://www.dva.wa.gov) to obtain information on certified firms.

**2.24. SMALL BUSINESSES (O)**

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages the purchases of goods and services from Washington small businesses. Small business, mini-business, and micro-business are defined in RCW 39.26.010 (21), (18), and (17) respectively. Go to <http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010>. All qualified state small business types are encouraged to register and identify themselves in the Washington Electronic Business Solutions (WEBS)

<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>.

**2.25. INSURANCE COVERAGE**

The Vendor is to furnish the WDVA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The County shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of an awarded contract. The County shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the WDVA within fifteen (15) days of the contract effective date.

**2.25.1. Liability Insurance**

**2.25.1.1. Commercial General Liability Insurance**

COUNTY shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the COUNTY is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**2.25.1.2. Business Auto Policy**

As applicable, the COUNTY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**2.25.1.3. Employers Liability ("Stop Gap") Insurance**

In addition, the COUNTY shall buy employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**2.25.2. Additional Provisions**

Above insurance policy shall include the following provisions:

**2.25.2.1. Additional Insured**

The state of Washington, Washington State Department of Veterans Affairs, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

In addition, as part of the contract resulting from this RFP, Skagit County, its elected and appointed officials, agents and employees shall

be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

All insurance provided in compliance with the resulting contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and County.

**2.25.2.2. Cancellation**

State of Washington, Washington State Department of Veterans Affairs, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**2.25.2.3. Identification**

Policy must reference the State's contract number and the AGENCY name.

**2.25.2.4. Insurance Carrier Rating**

All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the WDVA, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

**2.25.2.5. Excess Coverage**

By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect COUNTY, and such coverage and limits shall not limit COUNTY's liability under the indemnities and reimbursements granted to the state in this contract.

**2.26. SITE SECURITY**

While on Purchaser's premises, COUNTY, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

**3. MANDATORY PROPOSAL INSTRUCTIONS**

**3.1. PROPOSAL REQUIREMENTS**

The electronic response must be on eight and one-half by eleven inch (8 ½" x 11") plain white paper with each major section of the proposal separated by a blank page or tab. Font shall be an English legible regular business font style and size 12.

The seven major sections (M) of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed Certifications and Assurances (Exhibit A), with Exceptions to the Sample Contract (Exhibit D) attached
2. Financial and County Business Requirements (Section 4)
3. Business References (Section 5) using Exhibit B
4. Management Proposal (Section 6)
5. Technical Proposal (Section 7)
6. Best Value (Section 8)
7. Budget Proposal using Exhibit E
8. COUNTY Certification (Executive Order 18-03) Exhibit G

Responses must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the County in preparing a thorough response.

Items in sections marked "mandatory" must be included as part of the response for the response to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

**3.2. SIGNATURES**

The Submittal Letter, EXHIBIT A - State Certifications and Assurances, and EXHIBIT B - County's Business References, on page 40, must be signed (in blue ink) and dated by a person authorized to legally bind the County to a contractual relationship, e.g., the Executive Director, County Commissioner or Board of Commissioners. All required original signatures must be in blue ink only.

**3.3. (M) LETTER OF SUBMITTAL**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A in this RFP) must be signed (in blue ink) and dated by a person authorized to legally bind the County to a contractual relationship, e.g., the Executive Director, County Commissioner or Board of Commissioners. Attach the Certifications and Assurances form to the Letter of Submittal. Along with introductory remarks, the Letter of Submittal is to include by attachment, if necessary, the following information about the County and any proposed subcontractors:

**3.3.1. County Information**

State the name of the county, address, phone number, fax number, email address, legal status of entity (ownership), number of business locations and year entity was established as it now substantially exists, principal place of business, the legal entity or individual with whom contract would be written.

**3.3.2. Principals**

Name, address, email, and telephone number of each principal.

**3.3.3. Legal Status**

Legal status of the County (sole proprietorship, partnership, corporation, government, etc.) and the year the entity was organized to do business as the entity now substantially exists.

**3.3.4. Tax Identifier**

Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the County does not have a UBI number, the County must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

**3.3.5. County Location**

Location of the facility from which the County would operate.

**3.3.6. State and Former State Employees as Board Members**

Identify any State employees or former State employees employed or on the firm's governing board as of the date of the Proposal. Include their position and responsibilities within the County's organization. If following a review of this information it is determined by the WDVA that a conflict of interest exists, the County may be disqualified from further consideration for the award of a contract.

**3.3.7. Minimum Qualifications**

Describe briefly how your firm meets each minimum qualification in Section 1.2 on page 7.

**3.3.8. Authorized Representative**

Identify an Authorized Representative who will be the principal point of contact for the WDVA for the duration of this RFP process.

**3.4. (M) STATEWIDE VENDOR STATUS**

Each County must indicate in the submittal letter and as a condition of contract award that they will register with the Washington State Office of Financial Services (OFM) as a statewide County within ten (10) business days of notification of contract award (<https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.)

**3.5. (M) SUBMISSION OF PROPOSALS**

To be responsive Counties must have Proposal received by the RFP Coordinator no later than August 30, 2019, 4:00 PM Pacific Daylight Time, Olympia, WA, USA.

To be considered responsive to the RFP due date, County is to submit Proposal electronically as an attachment to an email to the RFP Coordinator, at the email address listed in Section 2.1, RFP Coordinator on page 9.

Attachments to email shall be in Microsoft Word 2003 or newer format, Excel 2003 or newer format or PDF (except where noted that it must be a specific format). Zipped files are not acceptable for submission of responses.

The cover submittal letter and the Certifications and Assurances form must have a scanned original (in blue ink) signature of the individual within the organization authorized to bind the County to the offer. The WDVA does not assume responsibility for problems with County's email. If the WDVA's email is not working, appropriate allowances will be made. The RFP Coordinator shall send an email notice acknowledging receipt of each County's Proposal. The date and time of the electronic submittal is controlling.

## REQUEST FOR PROPOSAL RFP 2016-009

Responses may not be transmitted using facsimile transmission. Electronic and hard copies received late may not be accepted and may be automatically disqualified from further consideration. All responses and any accompanying documentation will not be returned as they become the property of the WDVA.

Proposals must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the County. Proposals must be submitted in the format described in the solicitation. All changes and/or erasures shall be initialed in ink. Unsigned Proposals will be rejected unless satisfactory evidence was submitted clearly establishing the County's desire and intent to be bound by the Proposal, such as a signed cover letter. Incomplete or illegible Proposals may be rejected.

### 3.6. (M) CONTRACT AND GENERAL TERMS AND CONDITIONS

The Apparent Successful County will be expected to enter into a contract, which is substantially similar to the sample contract and its general terms and conditions attached as EXHIBIT C - Sample contract, on page 41. In no event is a County to submit its own standard contract terms and conditions in response to this solicitation. The County may submit exceptions as allowed in EXHIBIT A - State Certifications and Assurances, to this solicitation.

All exceptions to the contract terms and conditions must be submitted as an attachment to EXHIBIT A - State Certifications and Assurances form. County shall use EXHIBIT D - Exceptions to **Sample Contract**, on page 69, to identify all exceptions. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Usually only minor modifications and/or additions will be open to negotiation; however, due to the nature of services being provided we will consider/negotiate additional industry standard terms and conditions that would be offered by the County for inclusion in the contract.

### 3.7 (M) LETTER OF INTENT TO SUBMIT A PROPOSAL AND PARTICIPATE IN CONFERENCE CALL AND WEBINAR

County will be required to provide by email to the RFP Coordinator a letter of intent stating they will be participating in the RFP and the conference call and webinar. Counties that do not provide this letter of intent will not be able to participate in the RFP process and submit a Proposal to this procurement.

### 3.8 (M) PRE-PROPOSAL CONFERENCE CALL AND WEBINAR

A mandatory pre-proposal conference call and webinar to address solicitation requirements will be held at the time and location indicated below. Counties are encouraged to actively participate. If interpretations, specifications, or other changes to the solicitation are required as a result of the conference, the RFP Coordinator will make amendments to the solicitation and provide those amendments by posting them on WEBS at <https://fortress.wa.gov/ga/webs/>. Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the WDVA. Contact the RFP Coordinator identified in Section 2.1 of this RFP.

**Pre- Proposal Date:** August 9, 2019

**Pre- Proposal Time:** 9:00 AM to 11:00 AM PST

**Pre- Proposal Conference call and webinar information:** Phone: 1 (669) 224-3412,  
Webinar: <https://global.gotomeeting.com/join/364887005>

If you submit a Proposal without having attended the mandatory pre-bid conference call, it will be rejected as non-responsive. Your company may continue to receive amendment notifications from the WDVA addressing specific changes to this solicitation even if you fail to attend the mandatory pre-proposal conference. However, receipt of such notifications is not to be construed as a waiver of this attendance requirement or as a change in your eligibility status to submit a Proposal.

The WDVA will be bound only to the WDVA'S written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be formatted as

**REQUEST FOR PROPOSAL RFP 2016-009**

an amendment and posted on WEBS for each prospective County to download. County should register with WEBS to ensure they receive all pertinent documents under this RFP.

**4. (M) FINANCIAL AND BUSINESS REQUIREMENTS**

**4.1. SECTION REQUIREMENTS**

All items identified in Section 4 are mandatory **(M)**. Counties must provide all information requested in Section 4. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in County's Proposal.

**4.2. (M) FINANCIAL INFORMATION**

The County must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the Proposal may be disqualified.

**4.2.1. (M) Financial Statements**

The County must provide the last three (3) years fiscal statements or annual reports with the name, address and telephone number of a contact person within organization.

**4.2.2. (M) Alternatives for Non-Public Corporations**

If the County is not a publicly held corporation, it must comply with this section by providing the following information:

**4.2.2.1. (M) Business Description**

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that would enable Proposal evaluators will determine the stability and financial strength of the organization.

**4.2.2.2. (M) Banking Reference**

Provide a reference from the company's current bank.

Provide a credit rating report and name the rating service. The credit rating report must identify the credit rating score.

**4.2.3. (M) Federal Employer Tax Identification (TIN) Number**

The County must provide its County's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

**4.2.4. (M) Washington Uniform Business Identification (UBI) Number**

The County must provide its UBI number. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, and a business license number. Please visit the Washington State Department of Revenue's website below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

If you do not have a UBI number, you must indicate in your response to this section "**<County Name> confirms that we will register for a UBI number within thirty (30) business days of notification of contract award**".

**4.3. (M) BUSINESS DESCRIPTION AND ORGANIZATION**

The County must provide all information requested.

**4.3.1. (M) Business Identification**

The County must provide an overview of the County, including but not limited to the following:

**4.3.1.1. County's Identification**

County's name and address and main business location

**4.3.1.2. Location**

State the location of the facility from which the County would operate, the telephone, fax and email address

**4.3.1.3. Start-Up Date**

County's start-up date.

**4.3.1.4. County's Expertise, Skills, Clients and Services**

Summary of County's pertinent expertise, skills, client base and services that are available for this contract services.

**4.3.2. (M) County Officers**

The County must provide the names, addresses and telephone numbers of principal officers (Executive Director, County Commissioner or Board of Commissioners.).

State the name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the County organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the project.

**4.3.3. (M) Legal Status**

The County must specify the legal status of the County (sole proprietorship, partnership, corporation, government, etc.) and the year the entity was organized to do business, as the entity now exists.

**4.3.4. (M) Previous State Contracts**

If the County or any party named previously contracted with the State of Washington during the past 24 months, the County must indicate the name of the State agency, the contract number and describe the work and/or provide other information available to identify the contract.

**4.3.5. (M) Former Employee Status**

If any employee of the County or Subcontractor was an employee of the State of Washington during the past 24 months, or is now an employee of the State of Washington, the County must identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date.

**4.3.6. (M) Sub-Contracting**

If any functions will be performed by a subcontractor (any person not in the full time employ of the County or consulting County and who will act as Primary County in providing the external consulting services), the subcontractors' resume(s) will display the word "**SUB-CONTRACTOR**" in bold letters clearly printed across the top of the first page. In addition, supply the subcontractor's response to the information requested in Sections 4.1 and 4.2.

**4.3.7. (M) Contract Terminations**

If the County or any of their subcontractor(s) has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined, as notice to stop performance due to the County's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the County, or (b) litigated and such litigation determined that the County was in default.

Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the County's position on the matter. The WDVA will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience.

If the County or any of their subcontractor(s) has experienced no such termination for default in the past five (5) years, indicate accordingly.

**4.3.8. (M) Insurance**

**4.3.8.1. (M) Proof of Insurance**

Each County must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the County's insurance carrier, outlining the extent of the County's liability coverage.

The County shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The County shall furnish evidence to the WDVA within fifteen (15) days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided.

**4.3.8.2. (M) Liability Insurance**

The County shall at all times during the term of the contract carry and maintain insurance as defined herein. The County must state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution.

**4.3.8.3. (M) Additional Provisions**

The required insurance policies shall include the following provisions:

**4.3.8.3.1. Additional Insured**

The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

In addition, the following will be placed in the contract resulting from this RFP:

“The COUNTY shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover COUNTY's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and COUNTY. A certificate of insurance naming the AGENCY and COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the AGENCY and COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY and COUNTY of cancellation of the insurance policy is required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.”

**4.3.8.3.2. Material Changes**

A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy (ies) as it relates to this contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

**4.3.8.3.3. Identification**

Policy must reference the State's contract number and name the WDVA.

**4.3.8.3.4. Insurance Carrier Rating**

An insurance company authorized to do business within the state of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.

**4.3.8.3.5. Excess Coverage**

The limits of all insurance required to be provided the County shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the County from liability in excess of such limits.

**4.4. (O) OMWBE CERTIFICATION**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

**4.5. (O) VETERAN OWNED BUSINESS COSTS**

Include proof of certification by the Washington State Department of Veterans Affairs under 43.60A RCW, if certified Veteran Owned Business(s) will be participating on this project.

**5. BUSINESS REFERENCES**

**5.1. (M) PROVISION OF BUSINESS REFERENCES**

The County must supply names, addresses and telephone numbers of a minimum of three (3) customers from governmental agencies for which the County has completed grant work for within the last three (3) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the WDVA services. If none, so state. The County must grant permission to the WDVA to independently contact the references at the WDVA's convenience. Do not include current WDVA staff as references. Exhibit B on page 40 provides a worksheet that must be completed for each of the references.

## **6. MANAGEMENT PROPOSAL**

The State of Washington Department of Veterans Affairs (WDVA) is seeking proposals from eligible Washington counties to establish County Veteran Service Officer position for the purpose of providing funding to underserved counties to establish and maintain a Veteran Service Officer within the county to assist veterans and their family members with applying for veterans' benefits, programs, and services.

### **6.1. (M/S) PROJECT MANAGEMENT**

#### **6.1.1. (M/S) Proposing County's Organization Chart**

The County must provide an organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract that would be required of the assigned staff.

#### **6.1.2. (M/S) Proposing Counties Responsibilities and Qualifications**

The County must identify responsibilities and qualifications of the staff that will be assigned to this project.

### **6.2. (M) STATEMENT OF WORK**

#### **6.2.1. Project background**

Second Substitute House Bill 1448 of 2019 authorizes the creation of a Veteran Service Officer Program for the purpose of providing funding to underserved counties to establish and maintain a Veteran Service Officer within the county. The Washington Department of Veterans Affairs (WDVA) is requesting proposals from eligible Washington counties to establish one County Veteran Service Officer position per county for the purpose of assisting veterans and their family members with applying for veterans' benefits, programs, and services. A total of \$450,000 is available under this RFP which will provide funding through June 30, 2021. This RFP will provide funding to a minimum of two counties although additional counties may receive funding based on available grant funds.

Veteran Service Officers play a critical role in assisting veterans and their families with accessing veterans' benefits. Nationwide more than 4.8 million veterans and their families receive federal veterans' disability benefits from the U.S. Department of Veterans Affairs (VA) and they receive more than \$84 billion per year in federal VA disability payments. In Washington State alone over 142,000 veterans and their families receive these benefits for a total of \$2.2 billion per year in VA disability payments directly to veterans and their families. In addition to these payments, veterans and their family members who receive VA disability benefits are often eligible for additional veterans' benefits to include VA health care, education assistance, vocational rehabilitation, and other assistance programs. These benefits improve the quality of life for veterans and their families in addition to ensuring that they have the critical services that they need to reduce homelessness, suicide, and many of the other challenges that disproportionately affect veterans.

#### **6.2.2. Eligibility and Term**

Washington counties with a population of one hundred thousand (100,000) or less may be eligible to receive funding under this RFP. County populations shall be based on the Washington State Office of Financial Management April 1, 2019 official population estimates and are available at <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>. Counties that are awarded funding through this RFP will be funded through June 30, 2021. This funding is available on a one-time basis and there is no guarantee that this funding will be continued

beyond June 30, 2021 so counties are encouraged to outline a plan to support their County Veteran Service Officer program should additional funding not be available beyond June 30, 2021.

**6.2.3. Requirements**

As an accredited state veteran agency under Title 38 Code of Federal Regulations, Chapter 1, Part 14, §14.628 and §14.629, the WDVA has the authority to accredit County Veteran Service Officers if they are employees of a county government with at least 1,000 hours annually.

- Hire a county employee to be designated as the County Veteran Service Officer. This must be a paid county employee with at least 1,000 hours annually
- The County Veteran Service Officer must complete the following training:
  - National Veterans Legal Services Program Basic Training Course for Veterans Benefits (web-based).
  - Two-day in-person training at the WDVA's office in Seattle.
  - VA Training, Responsibility, Involvement, in Preparations of Claims (web-based).
- The County Veteran Service Officer must pass a criminal background check performed by the U.S. Department of Veterans Affairs (VA) in order to be granted access to VA information systems for the purpose of assisting veterans and their families with filing for federal veterans' benefits.
- The County Veteran Service Officer must submit all VA disability claims through WDVA's Claims Quality Assurance Process. These claims will be submitted in a manner prescribed by WDVA with WDVA appointed as the claimant's veteran service organization representative.

**6.2.4. Support from the Washington Department of Veterans Affairs**

Veteran Service Officer shall commit to working collaboratively with WDVA to establish a County Veteran Service Officer program in their county.

The WDVA shall provide the County Veteran Service Officer with:

1. Required training to become an Accredited Veteran Service Organization Representative (Veteran Service Officer).
2. Accreditation as a Veteran Service Organization Representative on behalf of the Washington Department of Veterans Affairs.
3. WDVA will track all of the VA disability claims submitted to the VA by the County Veteran Service Officer on behalf of the veterans and families they serve.
4. WDVA will provide the county with a quarterly report that indicates the approval rating and the VA disability payments made to veterans and their families as a direct result of the claims completed by the County Veteran Service Officer.
5. WDVA will be responsible for representing claimants at VA appeals hearings scheduled at the VA Regional Office in Seattle that may result from the VA disability claims submitted by the County Veteran Service Officer.

**6.2.5. Scope**

A. The COUNTY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The COUNTY understands and shall comply with the following section of Title 38, Code of Federal Regulations Part 14.628(d)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant..."
2. The COUNTY shall designate a "County Veteran Service Officer" who will become a VA "Accredited Veteran Service Organization Representative" accredited by the AGENCY under Title 38, Code of Federal Regulations Part 14.628. If the County Veteran Service Officer is to become accredited by the AGENCY they must be a paid employee of the COUNTY working for it not less than 1,000 hours annually.
3. The COUNTY shall submit all VA claims produced to the AGENCY "Claims Quality-Assurance Officer" for quality-assurance (Q-A) and entry into the Q-A database, before delivery to the VA for promulgation, unless directed otherwise by the AGENCY'S Veteran Services Administrator or designee. The COUNTY shall support the Quality-Assurance Program process by ensuring that each claim is submitted, in a "Substantially Complete" status.
4. The COUNTY shall submit all claims to the Claims Quality-Assurance Officer with the AGENCY's Claims Quality-Assurance Program Cover Sheet. The COUNTY shall retain copies of the cover sheets.
5. The COUNTY agrees to work with the AGENCY's Veterans Services Administrator should modification of activities be deemed necessary to adequately provide quality service for veterans and their family members.
6. The COUNTY shall support the AGENCY's contracted local Post Traumatic Stress Disorder (PTSD) counselors in the form of information assistance and referral services as appropriate. All PTSD referrals will be handled in a confidential manner.
7. The COUNTY shall maintain current resource materials for veterans' benefits information and claims development.
8. The COUNTY shall be evaluated based on the approval rate or "Batting Average" of the VA claims that they submit.

B. The AGENCY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The AGENCY shall provide training for the COUNTY's designated County Veteran Service Officer related to veterans' benefits and entitlement and the VA claims process. This training may include but shall not be limited to:
  - a. The Basic Training Course for Veterans Benefits developed by the National Veterans Legal Services Program;
  - b. Training Responsibly Involvement in Preparation of Claims (TRIP) developed by the VA;
  - c. Veteran service organization training conferences; and
  - d. Direct training with AGENCY representatives.
2. The AGENCY shall provide VA Accreditation as a Veteran Service Organization Representative under Title 38, Code of Federal Regulations Part 14.629 as a County Veteran's Service Officer.

3. The AGENCY shall maintain a report of the COUNTY's VA claims approval rating or "Batting Average".

4. The AGENCY shall represent the VA appeals for veterans or claimants under the AGENCY's VA Power of Attorney (POA) through the AGENCY's "Appeals-Management Process" program at the Seattle VA Regional Office.

C. All cover sheets must be mailed or faxed to the AGENCY's Veterans Services Division Administrator's designated staff, at:

Washington State Department of Veterans Affairs

915 2nd AVE, ROOM 1050

Seattle WA 98174

Fax: (206) 341-8666

D. The activities pursuant to and in consideration of this agreement will in no way alter or attenuate the role of COUNTY as advocate for the Veteran. The ultimate responsibility remains on the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this agreement do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts.

## 7. TECHNICAL REQUIREMENTS

### 7.1. SECTION REQUIREMENTS

County must provide all required information specified in this RFP. Proposals that do not provide or answer all of the requested elements and do not follow the required format may be disqualified. All items are mandatory (M) in this section and must be included as part of the Proposal for the Proposal to be considered responsive. A response of “not applicable” is a valid response.

#### 7.1.1. (M/S) Business and Technical Requirements

County response to the following requirements. A simple “Yes/No” or “We agree” is not an appropriate response in this section.

Proposals should include a narrative description of the following topics, limited to 900 words or less for each topic. Proposals will be rated based on thoroughness and the priorities outlined in Section 1.3 Funding.

- 7.1.1.1. **(M/S)** County or Counties (900 words or less) – Describe which county or counties are included in the proposal and who is the leader/manager responsible for the contract and County Veteran Service Officer position. Counties may choose to work collaboratively to submit a single proposal that will serve multiple counties although no more than one County Veteran Service Officer will be funded per county. Joint proposals should describe which County will take the lead in contracting with the WDVA, and how counties will work collaboratively through a local agreement to provide services.
- 7.1.1.2. **(M/S)** Organization Mission and Story (900 words or less) – Tell us about the organizational structure of your county and how your county provides health and human services. Tell us about the mission of your county’s health and human service agencies, how services for veterans and their families are integrated into your county’s health and human services programs to include behavioral health, housing, the county veterans assistance fund, and other programs and services.
- 7.1.1.3. **(M/S)** Population Description (900 words or less) – What is the population of your county and how many veterans reside in your county? What is your county’s policy or emerging initiatives intended to serve veterans, military service members, and their families? How are veterans and their families similar or different for clients you typically serve?

- 7.1.1.4. **(M/S)** Program Design Description (900 words or less) – How will you find and engage veterans to assess their needs and desired services and facilitate effective referrals to the County Veteran Service Officer? Where will the County Veteran Service Officer be located and what resources will the County Veteran Service Officer have access to ensure synchronization of other programs and services which may also serve veterans and their families? Which of any additional services will be provided by the County Veteran Service Officer? What is the timeline for having the County Veteran Service Officer hired and available to begin training? How many hours a week will they be providing services? Please include a description of the duties of the County Veteran Service Officer to include any duties beyond the role of assisting veterans and their families applying for veterans' benefits.
- 7.1.1.5. **(M/S)** Partnerships and Collaboration (900 words or less) – What other organizations are providing services to veterans in your county and how would you collaborate with these organizations? How would you plan to work collaboratively with other public and nonprofit organizations that provide human services such as housing authorities or Continuum of Care partners, food banks, WorkSource partners, or other organizations? What is your plan for future development of partnerships/collaboration?
- 7.1.1.6. **(M/S)** Diversity, Equity and Inclusion (900 words or less) – How will you ensure program services are culturally relevant, sensitive, and accessible to all eligible clients? How does your county recruit, support, and retain staff who are committed to equal access and culturally appropriate services? How will your county ensure that the County Veteran Service Officer is familiar with military and veteran culture and delivers services in a culturally appropriate manner?
- 7.1.1.7. **(M/S)** Agency Capacity and Quality Management (900 words or less) – How will your County leadership actively support the County Veteran Service Officer position and program? What data management systems does your county have in place? How will you use data to identify trends, achievements, outcomes, and gaps in performance? How does your County collect client feedback and incorporate that feedback to improve services and outcomes?
- 7.1.1.8. **(M/S)** Budget (900 words or less) – Provide a detailed proposed budget that describes the cost breakdown of the requested funding. This should include but is not limited to; salary, benefits, staff travel, staff training, office technology and communications, office supplies, office space, utilities, the county's indirect administrative rate, and other costs proposed by the county?

**7.1.2. (M/S) Similar Recent Experience**

Describe your experience with similar services required under this RFP or describe a project that may be similar in scope as the services envisioned within this RFP.

**7.1.3. (M/S) Other Relevant Experience**

Indicate other relevant experience that indicates the qualifications of the County for the performance of the potential contract.

**7.1.4. (M/S) List of Contracts**

Include a list of contracts the County has had during the last three years that relate to the County's ability to perform the services needed under this RFP.

**7.2. (M/S) WORK PLAN**

Include all requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the services defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the County's knowledge of the subjects and skills necessary to successfully perform the services. Include any required involvement of WDVA staff. The County may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

**7.3. (M/S) SERVICE SCHEDULE**

Include a schedule indicating when the elements of the work will be performed to ensure services are met.

**7.4. (M/S) RISKS**

The County should identify potential risks that are considered significant to the success of services contemplated under this RFP. Include how the County would propose to effectively monitor and manage these risks, including reporting of risks to the WDVA's contract manager.

**7.5. (M/S) DELIVERABLES**

Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 6.2, on page 26.

**8. PROPOSED BUDGET**

**8.1. SECTION REQUIREMENTS**

County must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the Proposal for the Proposal to be considered responsive. A response of “not applicable” is a valid response.

**8.2. BUDGET INFORMATION**

This procurement will involve a negotiated contract involving consulting or professional services. The lowest priced County will not necessarily be the winner of this procurement as there is a set budget that will be allotted under a contract from this RFP.

**8.3. (M) IDENTIFICATION OF BUDGET COSTS**

In this section of the Proposal, the County is to identify all costs to perform the tasks necessary to accomplish the requirements of the RFP.

The County is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks to produce the requirements contained in Section 6 under this RFP.

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The County is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract utilizing Exhibit E of the cost proposal.

**8.3.1. (M) Additional Required Identification of Costs**

The County must list any additional costs not identified on EXHIBIT E, on page 70.

**8.3.2. (M) Subcontractor Identification of Costs**

The County must specify within the budget proposal, if applicable, any work that is attributable to a “SUB-CONTRACTOR.”

If any functions will not be performed by a subcontractor, County must state “Not applicable” to this section in its Proposal.

**8.4. (M) RATES**

Proposed staff should be identified by name, hourly rate, and expected use during contract performance.

**8.5. (M) AWARD NOT BASED ON PRICE ALONE**

The evaluation process is designed to award this procurement not necessarily to the County with the least budget costs, but rather to the County whose proposal best meets the requirements of this RFP and best meets the needs of the WDVA.

**8.6. (M) STATE SALES TAX**

County will be required to collect and pay Washington State sales tax, if applicable.

**8.7. (M) OMWBE COSTS**

If County and/or subcontractor(s) are certified by the Office of Minority and Women’s Business Enterprises are proposed, the County must set out in the Cost Proposal the portion to be paid to the

certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

**8.8. (M) VETERAN OWNED BUSINESS COSTS**

If County's subcontractor(s) are certified by the Washington State Department of Veterans Affairs under 43.60A RCW, the County's must set out in the Cost Proposal the portion to be paid to the certified Veteran Owned Business. Costs for subcontractors, which are not certified, are also to be broken out separately.

**9. BEST VALUE TO WDVA**

**9.1. (M/S) BEST VALUE**

County must describe in detail what value its product and/or service will provide to veterans and their families in their county, such as: assistance with filing VA compensation and pension disability benefits, survivor’s benefits, education benefits, vocational rehabilitation benefits, VA health care enrollments, and other programs and services intended to serve veterans and their families.

**9.2. SCORING OF BEST VALUE**

This section is worth 150 points. A County’s Best Value shall be awarded utilizing the following scale and will be the average assessment by the Evaluation panel.

<b>Points</b>	<b>Guidance</b>
Should be the highest points given. (121-150 pts)	Exceptional - County’s offer greatly exceeds standards and demonstrates exceptional understanding of the goals and objectives of the project, and several major strengths exist. Only a few minor weaknesses exist.
Should be the next highest points given. (91-120 pts)	Very Good - County’s offer exceeds standards and demonstrates a very good understanding of the goals and objectives of the project. Strengths exceed weaknesses, and weaknesses are easily correctable.
This level is usually about average and receives mid-level of points. (61-90 pts)	Acceptable - County’s offer meets standards and demonstrates a good understanding of the goals and objectives of the project. There may be strengths or weaknesses, or both. Weaknesses do not significantly detract from the County’s offer and are correctable.
Should be the less points given. (31-60 pts)	Marginal - County’s offer is below standard and demonstrates a poor understanding of the goals and objectives of the project. Weaknesses exceed strengths and will be difficult to correct.
Should be the lowest number of points given. (0-30 pts)	Unacceptable- County’s offer is deficient and demonstrates very little understanding of goals and objectives of the project. Noted deficiencies are expected to be either very difficult to correct or are not correctable.

**Table 3: Best Value Scale**

**10. EVALUATION OF PROPOSALS**

**10.1. RFP EVALUATION**

The process for awarding this RFP may be done in phased sections. The County’s Proposal will be evaluated based on the process outlined below. The County (ies) best meeting the WDVA’s requirement will proceed to the next step(s), if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Proposals will be moved forward to the next phase if they are among the top scoring Counties chosen. Specific Criteria for RFP Evaluation:

Evaluation criteria may differ based on the need of the WDVA.

<b>Criteria for Evaluation</b>	
RFP Compliance/Administration	Pass/Fail
Business References	Pass/Fail
Financial/Business Requirements	Pass/Fail
Budget Proposal	Pass/Fail
Executive Order 18-03 Certification	5%
Management Proposal	20%
Technical Proposal	60%
Best Value	15%

**Table 4: Evaluation Criteria**

**10.2. INITIAL DETERMINATION OF RESPONSIVENESS**

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein. Counties receiving a failing score from the Administrative review shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration. The evaluation team shall only evaluate Proposals meeting this requirement.

**10.3. PASS/FAIL EVALUATIONS**

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements Sections 4, 6, 7, 8 & 9). Only Responses meeting all Mandatory requirements will be further evaluated.

**10.4. EVALUATION PROCEDURE**

The evaluation process is designed to award this procurement not necessarily to the County of least cost, but rather to the County whose proposal best meets the requirements of this RFP and best meet the needs of the WDVA. However, Counties are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team designated by the WDVA will evaluate the Proposals. The evaluation/selection process will consist of an evaluation of the written Proposal and demonstrations.

The following weighting and points will be assigned to the Proposal(s) for evaluation purposes:

Executive Order 18-03 Certification – 5%	50 points (maximum)
Management Proposal – 20%	200 points (maximum)
Technical Proposal – 60%	600 points (maximum)
Best Value - 15%	150 points (Maximum)

TOTAL POINTS BEFORE WEIGHTED CALCULATION = 1000 POINTS

The WDVA reserves the right to award the contract to the County whose Proposal is in the best interest of the WDVA and the state of Washington.

**10.5. PROCUREMENT EVALUATION FOR EXECUTIVE ORDER 18-03 (ENTITIES WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES).**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), WDVA will evaluate bids for best value and provide a bid preference in the amount of 5% to any bidder who certifies, pursuant to the certification attached as Exhibit G on Page 74 – COUNTY Certification for Executive Order 18-03 – Workers’ Rights, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver

**10.6. COUNTY TOTAL SCORE**

A County’s scores will be calculated by summing cost and non-cost factor points to determine the total score.

**10.7. AWARD BASED ON MULTIPLE FACTORS**

The evaluation process is designed to award the contract to the County whose Proposal best meets the requirements of this RFP. The WDVA evaluation team will make the final decision/selection after analysis of the Proposals has been submitted to them by the RFP Coordinator.

**10.8. DEBRIEFING OF UNSUCCESSFUL COUNTIES**

Counties who submitted a Proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful County is sent. The debriefing shall be held within five (5) business days of the request, unless otherwise agreed upon by the parties.

Discussion will be limited to a critique of the requesting County’s Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

**10.9. RESOLUTION OF COMPLAINTS AND PROTESTS**

**10.9.1. Complaints**

A complaint may be made before a County responds to a solicitation document, if the County believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the WDVA before the due date of the solicitation response. However, the WDVA solicitation process may continue.

**10.9.2. Protests**

Protests may be made after the WDVA has announced the apparently successful County. The protesting County has to have had a debriefing conference with the WDVA. Protests may only be made on the below grounds:

- Arithmetic errors were made in computing the score.
- The WDVA failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations.

- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always made to the WDVA. A person authorized to bind the County to a contractual relationship must sign the protest letter. The WDVA must receive the written protest within five (5) business days after the announcement of the apparently successful County. It must also postpone further steps in the acquisition process until the protest has been resolved.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the County and all other relevant facts known to the AGENCY. The AGENCY must deliver its written decision to the protesting County within five (5) business days after receiving the protest, unless more time is needed. The protesting County will be notified if additional time is necessary.

The WDVA's determination is final, and no further administrative appeal is available.

### **10.9.3. Form and Content**

A protest must be in writing and must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the County to a contractual relationship. At a minimum, this must include:

- The name of the protesting County, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method.
- Specific and complete statement of the action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Chief Financial Officer (CFO)  
Department of Veterans Affairs  
1102 Quince Street SE  
PO Box 41150  
Olympia, Washington 98504-1150

The County shall also forward a copy to the [RFP Coordinator](#) documented in Section 2.1 on page 9 at the same time the protest is sent to the CFO.

Upon receipt of a protest, a protest review will be held by the WDVA. All available facts will be considered, and the Chief Financial Officer or his/her delegate will issue a decision within five (5) business days of receipt of the protest.

**EXHIBIT A - STATE CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

The prices and/or data have been determined independently, without consultation, communication, or Contract with others for restricting competition, as to any matter relating to such prices with any other County. However, I/we may freely join with other persons or organizations for presenting a single Proposal.

The attached Proposal is a firm offer for a period of ninety (90) days following receipt, and it may be accepted by Washington State Department of Veteran Affairs (WDVA) without further negotiation at any time within the ninety (90) day period. In the case of protest, the protester's Proposal remains valid until the protest is resolved or the ninety (90) day offer period expires, whichever is later.

In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFP or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the WDVA will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of the WDVA, and I/we claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached Response constitutes Contract to abide by the procedures described in the RFP document.

No attempt has been made or will be made by the County to induce any other person or County to submit or not to submit a Proposal for the purpose of restricting competition.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
County Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

EXHIBIT B - COUNTY'S BUSINESS REFERENCES

County		
Reference Name		
Contact Person 1		
Contact 1 Phone   Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone   Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
Application Software Supplied/Services Provided	Project Date and Duration	

By signing this form, County acknowledges and gives the WDVA permission to contact the Reference listed above at the WDVA's convenience.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EXHIBIT C - SAMPLE CONTRACT**

**CONTRACT NO. 305E-19-XXX**

**Contract for Services  
between the  
State of Washington  
Department of Veterans Affairs  
and  
(COUNTY)**

This Contract is made and entered into by and between the state of Washington, Department of Veterans Affairs, hereinafter referred to as the "**AGENCY**", and <insert Name, Address>, hereinafter referred to as "**COUNTY**."

**I. PURPOSE**

The purpose of this agreement is to provide information, referral services, and assistance to veterans and their family members in processing claims applications for the various veterans' benefits to which they may be entitled. The claims work produced under this agreement will be processed through the "Claims Quality-Assurance Program". This will ensure that all claims are submitted to the U.S. Department of Veterans Affairs, hereinafter referred to as VA, in a "Substantially Complete" status, and that all efforts have been made to support claims that will result in a favorable VA decision on behalf of the claimant. The "Claims Quality-Assurance Program" applies to all AGENCY contracts and agreements, and this uniformly applied practice of Contracted Quality Assurance will result in verifiable performance and result in an overall shortened claim processing time for the VA; and will maximize the veterans' benefits within the state.

**II. SCOPE OF WORK**

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the COUNTY, and specific obligations of both parties.
- B. The COUNTY will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment B *Statement of Work*.
- C. Attachment C, attached hereto and incorporated by reference, contains the Business Associate Agreement, which ensures that Protected Health Information (PHI) is appropriately safeguarded
- D. Attachment D, attached hereto and incorporated by reference, contains the Sample Claims Transmittal Cover Sheet

**III. PERIOD OF PERFORMANCE**

The term of this Agreement shall be from January 1, 2020 through June 30, 2021. Upon the expiration of the initial term, this Agreement may be renewed for two (2) additional one (1) year periods; but, only upon successful selection to receive continued funding for each additional year.

Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of the initial term or any renewal term then in effect. Funding past the initial term is not guaranteed and may require re-submission of an application.

**IV. COMPENSATION**

The AGENCY shall pay an amount not to exceed XXX Thousand XXX and XX/100 Dollars (\$XXX.XX) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof. The COUNTY's compensation for performance of work shall be in accordance with the following terms:

Subject to the provisions contained in this section, compensation shall be paid quarterly in the amount not to exceed XXXX and XX/100 Dollars (\$XXX.XX), for work completed during the preceding month. Compensation shall be made from Grant fund monies.

Payments to the COUNTY may be withheld for any quarter in which the COUNTY has not submitted the contractually required reports on the date indicated.

The COUNTY agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial.

**V. BILLING PROCEDURES AND PAYMENT**

The AGENCY will pay COUNTY upon receipt of a billing Invoice package that consists of an Invoice and other reporting requirements. A hard copy of the Invoice shall be submitted with original signatures. Other reporting forms shall be submitted electronically.

The invoice shall include the contract reference number 305V-19-XXX.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

**VI. INVOICING PROCEDURES**

Within 7 calendar days of the conclusion of each quarter, the COUNTY shall submit an invoice on Voucher Distribution Form DVA19-1A, as shown in Attachment E, to the attention of the AGENCY's Veterans Services Administrator. All invoices are subject to approval by the AGENCY's Veterans Services Administrator, or designee, prior to payment. All invoices must accurately reference the Contract Number appearing on the front of this Contract. Mail invoice to:

Washington Department of Veterans Affairs  
ATTN: Steven J. Gill, Veteran Services Administrator  
P.O. Box 41150  
Olympia, WA 98504-1150

Payment shall be considered timely if made by the AGENCY within thirty days (30) after receipt of properly completed invoices. Payment shall be sent to the address designated by the COUNTY.

The AGENCY may, in its sole discretion, terminate this Contract or withhold payments claimed by COUNTY for services rendered if COUNTY fails to satisfactorily comply with any term or condition of this Contract. The AGENCY shall make no payments in advance or in anticipation of work to be provided under this Contract.

The AGENCY shall not pay any claims for payment for work submitted more than twelve (12) months after the calendar month in which the work was performed.

**DUPLICATION OF BILLED COSTS:** The COUNTY shall not bill the AGENCY for services performed under this Contract, and the AGENCY shall not pay the COUNTY, if the COUNTY is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**DISALLOWED COSTS:** The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization.

The COUNTY warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

The activities pursuant to and in consideration of this Contract will in no way alter or attenuate the role of COUNTY as advocate for the Veteran. The ultimate responsibility remains to the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this Contract do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts

**VII. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

<b>COUNTY Contract Manager Information</b>	<b>DEPARTMENT Contract Manager Information</b>
Enter Contract Manager's Name Enter Name of COUNTY Enter COUNTY Address Enter City, State & Zip Code Phone : (     )     ) Fax: (     )     ) Email address:	Steven J. Gill Department of Veterans Affairs P.O. Box 41155 Olympia. WA 98504-1155 Phone: (360) 725-2235 Fax: (     )     ) Email address: steveg@dva.wa.gov

**VIII.INSURANCE**

The COUNTY shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the COUNTY or subcontractor, or agents of either, while performing under the terms of this contract.

The COUNTY shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- A. The COUNTY shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover subcontractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and COUNTY. A certificate of insurance naming the AGENCY and COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the AGENCY and COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY of cancellation of the insurance policy is

required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.

Additionally, the COUNTY is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. COUNTY shall instruct the insurers to give DEPARTMENT thirty (30) calendar days advance notice of any insurance cancellation.

COUNTY shall submit to DEPARTMENT within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. COUNTY shall submit renewal certificates as appropriate during the term of the contract.

#### **IX. ASSURANCES**

DEPARTMENT and the COUNTY agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

#### **X. ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Statement of Work
5. Attachment C - Business Associate Addendum;
6. Attachment D - Reporting Documents;
7. Attachment E - Billing Document
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

#### **XI. ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

#### **XII. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **XIII. APPROVAL**

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**REQUEST FOR PROPOSAL RFP 2016-009**

THIS CONTRACT, consisting of XXX (X) pages and XXX (X) attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

**[COUNTY'S NAME]**

**WASHINGTON STATE DEPARTMENT OF  
VETERANS AFFAIRS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Michael Kashmar

\_\_\_\_\_  
Printed Name  
Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Date

ATTACHMENT A

**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Department of Veterans Affairs of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CLIENT" shall mean individual receiving services under this contract.
- D. "COUNTY" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the COUNTY.
- E. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the AGENCY.
- F. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "SUBCONTRACTOR" shall mean one not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- H. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes COUNTY'S that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

**2. ACCESS TO DATA**

The ' shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY'S reports, including computer models and methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**4. AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**6. ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the COUNTY without prior written consent of the AGENCY.

**7. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The COUNTY shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

**9. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the COUNTY terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the COUNTY in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the COUNTY as it could pursue in the event of a breach of the contract by the COUNTY. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**10. COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, COUNTY hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, COUNTY hereby grants to the AGENCY a

nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The COUNTY warrants and represents that COUNTY has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The COUNTY shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the COUNTY with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the COUNTY.

**11. COVENANT AGAINST CONTINGENT FEES**

The COUNTY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the COUNTY for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the COUNTY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**12. DISALLOWED COSTS**

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**13. DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

A. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the COUNTY'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

B. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

- C. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
- D. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**14. DUPLICATE PAYMENT**

The AGENCY shall not pay the COUNTY, if the COUNTY has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**15. GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, COUNTY shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

COUNTY'S obligations to indemnify, defend, and hold harmless includes any claim by COUNTY'S agents, employees, representatives, or any subcontractor or its employees.

COUNTY expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to COUNTY'S or any subcontractor's performance or failure to perform the contract. COUNTY'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

COUNTY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**17. INDEPENDENT CAPACITY OF THE COUNTY**

The parties intend that an independent contractor relationship will be created by this contract. The COUNTY and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The COUNTY will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the COUNTY.

**18. INDUSTRIAL INSURANCE COVERAGE**

The COUNTY shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the COUNTY fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the COUNTY the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the COUNTY to the accident fund from the amount payable to the COUNTY by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the COUNTY.

**19. LICENSING, ACCREDITATION AND REGISTRATION**

The COUNTY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**20. LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the COUNTY'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the COUNTY may be declared ineligible for further contracts with the AGENCY. The COUNTY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. NONDISCRIMINATION**

During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination laws, regulations and policies.

**23. PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. COUNTY shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The COUNTY agrees to indemnify and hold harmless the AGENCY for any damages related to the COUNTY'S unauthorized use of personal information.

**24. PUBLICITY**

The COUNTY agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The COUNTY agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

**25. RECORDS MAINTENANCE**

The COUNTY shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

COUNTY shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**26. REGISTRATION WITH DEPARTMENT OF REVENUE**

The COUNTY shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

**27. RIGHT OF INSPECTION**

The COUNTY shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**28. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

**29. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**30. SITE SECURITY**

While on AGENCY premises, COUNTY, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**31. SUBCONTRACTING**

Neither the COUNTY nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the COUNTY to the AGENCY for any breach in the performance of the COUNTY's duties. This clause does not include contracts of employment between the COUNTY and personnel assigned to work under this contract.

Additionally, the COUNTY is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. COUNTY and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**32. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the COUNTY or its staff shall be the sole responsibility of the COUNTY.

**33. TERMINATION FOR CAUSE**

In the event the AGENCY determines the COUNTY has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the COUNTY in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the COUNTY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the COUNTY or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the COUNTY: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**34. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

**35. TERMINATION PROCEDURES**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the COUNTY to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the COUNTY the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the COUNTY and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the COUNTY such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the COUNTY shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the COUNTY under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- F. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- G. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the COUNTY and in which the AGENCY has or may acquire an interest.

**36. TREATMENT OF ASSETS**

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the COUNTY, for the cost of which the COUNTY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the COUNTY. Title to other property, the cost of which is reimbursable to the COUNTY under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the COUNTY shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The COUNTY shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the COUNTY or which results from the failure on the part of the COUNTY to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the COUNTY shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The COUNTY shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the COUNTY under this clause shall also include COUNTY'S employees, agents or SUBCONTRACTORS.

**37. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide County files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

**38. WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

**39. COUNTY REPRESENTATIONS AND WARRANTIES**

COUNTY makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, COUNTY cannot make such representations and warranties, COUNTY shall not perform and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

**40. WAGE VIOLATIONS**

COUNTY represents and warrants as of the effective date of this Contract and at the time of performance pursuant to this Contract that neither it nor its principals or affiliates are presently nor have been determined by a final binding citation of the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to be in willful violation or have willfully violated state wage law, as defined in RCW 49.48.082, any provisions of RCW chapters 49.46, 49.48, or 49.52 within the past three (3) years. If, at the time of performance, COUNTY cannot make such representation and warranty, COUNTY shall not perform and shall, within three (3) business days notify AGENCY, in writing, of such breach.

**41. SUSPENSION & TERMINATION for CHANGE in FUNDING and/or NON-ALLOCATION of FUNDS**

As a general rule, the Washington State Constitution (Article 8, Section 4) and state law (RCW 43.88.130 and RCW 43.88.290) prohibit expenditures or commitments of federal, state or other funds in the absence of appropriations of such funds by the Legislature. Without a budget appropriation, agencies cannot expend funds nor incur liabilities after the end of the State's fiscal biennium. The Washington State Department of Veterans Affairs (WDVA) will in cases where there is an absence of appropriations, at its sole discretion, suspend the Contract until such time the funding is approved. Once the Legislature subsequently passes the budgets and they are signed into law or other such funding is resumed, the Contract will automatically be active and all of the terms within would remain in full force and effect.

Should COUNTY be willing to suspend the contract, COUNTY will need to suspend delivery of goods or the performance of services until after the budget or funds for this Contract have been enacted. Any goods delivered and services performed during the agreed suspension are solely at COUNTY's risk.

If COUNTY is unwilling to allow the WDVA to suspend the contract, this clause serves as notification that the WDVA is exercising our right to terminate the Contract at midnight on June 30<sup>th</sup> at the end of the State's fiscal biennium, if the budgets listed above have not been enacted into law.

If COUNTY is unwilling to accept suspension of the contract and instead desire the WDVA to terminate the contract for convenience, contact the WDVA. The termination will be effective at midnight on June 30<sup>th</sup> at the end of the State's fiscal biennium, unless cancelled in the event that budgets are enacted prior to that date and time.

If contract is terminated a re-procurement shall take place pursuant to laws and policies currently in place which may result in a contract award for these same goods/services with another COUNTY.

If the Contract is suspended or terminated as provided in this Section: (1) the WDVA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the COUNTY shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension

This section shall not be construed to permit WDVA to terminate this Contract, or COUNTY to terminate any Work Order, in order to acquire similar Services from a third party.

**ATTACHMENT B  
STATEMENT OF WORK**

- A. The COUNTY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. The COUNTY understands and shall comply with the following section of Title 38, Code of Federal Regulations Part 14.628(d)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant..."
  2. The COUNTY shall designate a "County Veteran Service Officer" who will become a VA "Accredited Veteran Service Organization Representative" accredited by the AGENCY under Title 38, Code of Federal Regulations Part 14.629. The County Veteran Service Officer must be a paid employee of the COUNTY working for it not less than 1,000 hours annually.
  3. The COUNTY shall submit all VA claims produced to the AGENCY "Claims Quality-Assurance Officer" for quality-assurance (Q-A) and entry into the Q-A database, before delivery to the VA for promulgation unless directed otherwise by the AGENCY'S Veteran Services Administrator or designee. The COUNTY shall support the Quality-Assurance Program process by ensuring that each claim is submitted in a "Substantially Complete" status. All VA claims shall be submitted with the AGENCY appointed as the claimant's veteran service organization representative.
  4. The COUNTY shall submit all claims to the Claims Quality-Assurance Officer with the AGENCY'S Claims Quality-Assurance Program Cover Sheet. The COUNTY shall retain copies of the cover sheets.
  5. The COUNTY agrees to work with the AGENCY'S Veterans Services Administrator or designee should modification of activities be deemed necessary to adequately provide quality service for veterans and their family members.
  6. The COUNTY shall support the AGENCY'S contracted local Post Traumatic Stress Disorder (PTSD) counselors in the form of information assistance and referral services as appropriate. All PTSD referrals will be handled in a confidential manner.
  7. The COUNTY shall maintain current resource materials for veterans' benefits information and claims development.
  8. The COUNTY shall be evaluated based on the approval rate or "Batting Average" of the VA claims that they submit. The goal of the COUNTY shall be to maintain a "Batting Average" 80% or higher for all VA claims.
- B. The AGENCY will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**REQUEST FOR PROPOSAL RFP 2016-009**

1. The AGENCY shall provide training for the COUNTY's designated County Veteran Service Officer related to veterans' benefits and entitlement and the VA claims process. This training may include but shall not be limited to:
    - a. The Basic Training Course for Veterans Benefits developed by the National Veterans Legal Services Program;
    - b. Training Responsibly Involvement in Preparation of Claims (TRIP) developed by the VA;
    - c. Veteran service organization training conferences; and
    - d. Direct training with AGENCY representatives.
  2. The AGENCY shall provide VA Accreditation as a Veteran Service Organization Representative under Title 38, Code of Federal Regulations Part 14.629 as a County Veteran's Service Officer.
  3. The AGENCY shall maintain a report of the COUNTY's VA claims approval rating or "Batting Average". This report will be provided to the COUNTY on a quarterly basis.
  4. The AGENCY shall represent the VA appeals for veterans or claimants under the AGENCY's VA Power of Attorney (POA) through the AGENCY's "Appeals-Management Process" program at the U.S. Department of Veterans Affairs Seattle Regional Office.
- C. All cover sheets must be mailed or faxed to the AGENCY's Veterans Services Administrator's designated staff, at:

Washington State Department of Veterans Affairs  
915 2<sup>nd</sup> AVE, ROOM 1050  
Seattle WA 98174  
Fax: (206) 341-8666

- D. The activities pursuant to and in consideration of this agreement will in no way alter or attenuate the role of COUNTY as advocate for the veteran. The ultimate responsibility remains on the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this agreement do not establish the COUNTY as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts.

ATTACHMENT C

**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into by and between Washington State Department of Veterans Affairs ("Covered Entity"), and COUNTY ("Business Associate").

RECITALS:

- A. Covered Entity, including facilities/agencies owned and operated by Covered Entity, is designated as a "Covered Entity," as defined by the federal Health Insurance Portability and Accountability Act of 1996 and its promulgating regulations ("HIPAA"), and as amended by the regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH").
- B. Business Associate has an underlying business relationship ("Underlying Contract") with Covered Entity, in which Business Associate performs functions or activities, or provides certain services, on behalf of Covered Entity.
- C. In the course of providing such services, Business Associate may have access to, receive from, maintain, transmit, create, and/or receive on behalf of Covered Entity, Protected Health Information ("PHI").
- D. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement and in order to comply with HIPAA and its implementing regulations including the Privacy Rule (defined below), the Security Rule (defined below) and the Breach Notification Rule (defined below).

NOW, THEREFORE, in consideration of these recitals and the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate, intending to be legally bound, agree as follows:

AGREEMENT:

I. DEFINITIONS

- A. "Breach" shall have the meaning given to such term at 45 C.P.R. § 164.402.
- B. "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information at 45 C.P.R. Parts 160 and 164.
- C. "Electronic protected health information" or ("EPHI") shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.P.R. §

160.103 limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- D. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules.
- E. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.P.R. Parts 160 and Part 164, Subparts A and E.
- F. "Protected Health Information" or "PHI" shall have the meaning given to such phrase under the Privacy and Security Rules at 45 C.P.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.P.R. § 164 Subparts A and
- H. "Unsecured PHI" shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.P.R. § 164.402.
- I. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security or Breach Notification Rules and the Underlying Contract. Where there is a conflict between meanings in either this Agreement together with the Privacy, Security or Breach Notification Rules and the Underlying Contract, then the meanings in this Agreement together with the Privacy, Security or Breach Notification Rules shall govern.

## II. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.

### A. Obligations of Business Associate. Business Associate shall:

1. Not use or disclose PHI other than as permitted or required by the Underlying Contract or as required by law;
2. Not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement, provided that if Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the Underlying Contract, Business Associate shall fully comply with the Privacy Rule requirements that would apply to Covered Entity in the performing those obligations;
3. Use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

4. Report to Covered Entity immediately, and in no case later than five (5) calendar days of Business Associate's discovery, any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, any Breaches of Unsecured PHI as required at 45 CFR 164.410, any security incident of which it becomes aware, or any breach as such may be defined under relevant state data breach laws ("State Law Breach"). Any notice of a Breach or State Law Breach referenced in this Section IV will include the results of the risk assessment of whether there is a low probability that the PHI has been compromised based on the required factors set forth in 45 CFR 164.402 if the Breach is discovered on or after September 23, 2013, and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Notwithstanding anything set forth in this Agreement or the Underlying Contract, Business Associate shall be responsible for the cost of the risk assessment and any breach mitigation expenses and shall indemnify, defend and hold Covered Entity and its officers, directors, affiliates, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs, expenses incurred in notifying individuals, the media or government agencies in connection therewith) and any judgments, settlements, court costs and reasonable attorneys' fees actually incurred (collectively, "Breach Claims") arising from or related to: (i) the use or disclosure of PHI in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Law Breach. If Business Associate assumes the defense of a Breach Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Breach Claim. Business Associate shall not take any final action with respect to any Breach Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its agents and subcontractors in furnishing the services as if they were the Business Associate's own acts, failures or omissions;
5. Make available PHI in a designated record set to Covered Entity in the form and format as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524 within five (5) business days of receiving a request from Covered Entity;
6. Provide access, at the request of Covered Entity, and in no case later than five (5) business days after such request, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or third party designated by the Individual, in the form or format requested if it is readily producible in such form or format in order for the Covered Entity to meet the requirements under the Privacy Rule;

7. Make any PHI contained in a Designated Record Set available to Covered Entity (or an Individual as directed by Covered Entity) within five (5) business days of a request for purposes of amendment per 45 C.P.R. §164.526. If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to Covered Entity within two business days;
8. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CPR 164.528. If an accounting of disclosures is requested by an individual directly to Business Associate, the Business Associate will forward the request to Covered Entity within two (2) business days;
9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CPR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s) and to the extent any such obligations involve disclosures of PHI to health plans, comply with the requirements of 45 CPR 164.522 regarding requested restrictions on health plan disclosures;
10. Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of HHS and to Covered Entity for purposes of determining Covered Entity's compliance with the HIPAA Rules;
11. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by 45 C.P.R. Part 164 Subpart C ("Security Rule"). With respect to EPHI, Business Associate shall comply with all applicable state laws governing information security breaches;
12. Ensure that any agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that any agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.
13. To the extent permitted by law, cooperate with Covered Entity to ensure that legal process conforms with the applicable requirements of the HIPAA Rules, or, if necessary in Covered Entity's opinion, obtain a qualified protective order to limit or prevent the disclosure of PHI in the event of the receipt of a subpoena, court or administrative order or other discovery request.

B. Permitted Uses or Disclosures by Business Associate. Business Associate may use or disclose PHI only:

1. As necessary to perform the services set forth in the Underlying Contract, provided that Business Associate must be specifically authorized in writing by an authorized representative of Covered Entity to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c);
2. As required by law;
3. If uses and disclosures and requests for PHI are consistent with Covered Entity's minimum necessary policies and procedures;
4. In a manner that would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use PHI to carry out the legal responsibilities of the Business Associate only if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
5. To provide data aggregation services relating to the health care operations of Covered Entity only if authorized to do so in the Underlying Contract.

C. Covered Entity Privacy Practices and Restrictions.

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### III. TERM AND TERMINATION.

- A. Term. This Agreement shall be effective as of the date set forth above and shall continue until Business Associate ceases to perform the services defined in the Underlying Contract.
- B. Termination for Cause. Covered Entity may immediately terminate this Agreement in the event that Business Associate materially breaches any provision of this Agreement or the Underlying Contract.

In its sole discretion, Covered Entity may permit Business Associate the opportunity to cure or to take substantial steps to cure such material breach to Covered Entity's satisfaction within thirty (30) days after receipt of written notice from Covered Entity.

- C. Obligations of Business Associate upon Termination. Upon the expiration or termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Covered Entity or destroy all PHI in any form, including such information in possession of Business Associate's Subcontractors, and retain no copies, if it is feasible to do so;
  3. If return or destruction is not feasible, extend all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to only those purposes that make the return or destruction of the PHI infeasible;
  4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth above in section B under "Permitted Uses and Disclosures by Business Associate" which applied prior to termination.
  5. Return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

This provision and the breach reporting provisions in Section II (A) (4) shall survive the termination or expiration of this Agreement and/or any Underlying Contract.

IV. MISCELLANEOUS.

- A. Amendment. Amendments to this Agreement may be necessary to comply with modifications to the HIPAA Rules. Covered Entity and Business Associate agree to use good-faith efforts to develop and execute any amendments to this Agreement as may be required for compliance the HIPAA Rules. This Agreement may be amended or modified only in writing signed by Covered Entity and Business Associate.
- B. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- C. Independent Contractor. For purpose of its obligations under this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
- D. Limited Liability Exclusion. To the extent that Business Associate has limited its liability under the terms of the Underlying Contract, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
- E. Equitable Remedies. Business Associate stipulates that its unauthorized use or disclosure of PHI would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- F. Ownership of PHI. Under no circumstances shall Business Associate be deemed in any request to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
- G. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein actually confer, upon any person other than Covered Entity, Business Associate and, to the extent specified above, their respective parent entities, subsidiaries, affiliates, facilities, insurers, employees, directors, officers, subcontractors, agents or other members of their respective workforces, successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

- I. Assignment. Neither Party may assign (whether by operating or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
  
- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original signatures.
  
- K. Construction. This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA Rules. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement as of the date first set forth above.

**COUNTY**

**DEPARTMENT OF VETERANS  
AFFAIRS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Michael Kashmar  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Date

Chief Financial Officer  
\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

ATTACHMENT D

**REPORTING DOCUMENTS**

Washington State Department of Veterans Affairs Claims Transmittal Cover Sheet  
(SAMPLE ONLY)

Washington State Department of Veterans Affairs

Claims Transmittal Cover Sheet

To: Washington State Department of Veterans Affairs Seattle Office  
Email Address: Caesar.Plascencia@va.gov

Attention: Caesar Plascencia  
FAX: (206) 341-8666

Veteran: \_\_\_\_\_  
 Claimant: \_\_\_\_\_  
 SSN / C#: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

Type of Claim

- |  |  |
|--|--|
| <input type="checkbox"/> FDC (Fully Developed Claim)         | <input type="checkbox"/> Electronic Submissions (SEP)        |
| <input type="checkbox"/> 010 – Initial Comp 8 or More Issues | <input type="checkbox"/> 110 – Initial Comp 7 or Less Issues |
| <input type="checkbox"/> 020 – Reopened Claim                | <input type="checkbox"/> 120 – Reopened Pension Claim        |
| <input type="checkbox"/> 020 – Adding New Issue              | <input type="checkbox"/> 020 – Requesting Increase           |
| <input type="checkbox"/> 140 – Initial Death Compensation    | <input type="checkbox"/> 160 – Plot and Burial Benefits      |
| <input type="checkbox"/> 180 – Initial Disability Pension    | <input type="checkbox"/> 190 – Initial Death Pension         |
| <input type="checkbox"/> 170 – Appeal Documents              | <input type="checkbox"/> Homeless Veterans                   |
| <input type="checkbox"/> OIF / OEF                           | <input type="checkbox"/> _____                               |

Issues

1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

The Enclosed Forms / Materials are Submitted in Support of the Above Veterans Claim:

- |                                   |                                     |  |   |
|-----------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> 20-572   | <input type="checkbox"/> 21-4138    | <input type="checkbox"/> 21-534          | <input type="checkbox"/> PTR's                |
| <input type="checkbox"/> 21-0779  | <input type="checkbox"/> 21-4140-1  | <input type="checkbox"/> 21-686c         | <input type="checkbox"/> STR's                |
| <input type="checkbox"/> 21-0781  | <input type="checkbox"/> 21-4142    | <input type="checkbox"/> 21-8416         | <input type="checkbox"/> Vet Statement        |
| <input type="checkbox"/> 21-0781a | <input type="checkbox"/> 21-4192    | <input type="checkbox"/> 21-8940         | <input type="checkbox"/> Marriage Certificate |
| <input type="checkbox"/> 21-0845  | <input type="checkbox"/> 21-21-4502 | <input type="checkbox"/> 28-1900         | <input type="checkbox"/> Death Certificate    |
| <input type="checkbox"/> 21-0847  | <input type="checkbox"/> 21-526     | <input type="checkbox"/> DBQ's           | <input type="checkbox"/> _____                |
| <input type="checkbox"/> 21-22    | <input type="checkbox"/> 21-526b    | <input type="checkbox"/> Buddy statement | <input type="checkbox"/> _____                |
| <input type="checkbox"/> 21-2680  | <input type="checkbox"/> 21-527EZ   | <input type="checkbox"/> DD-214          |   |
| <input type="checkbox"/> WDVA 055 | <input type="checkbox"/> 21-530     | <input type="checkbox"/> E-Benefits APP  |   |

Service Officer:  
QA Officer:

Date:  
Date:

**ATTACHMENT E  
BILLING DOCUMENTS**

Voucher Distribution Form DVA19-1A

 <b>WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS</b> <b>WDVA</b> <b>VOUCHER DISTRIBUTION</b>		<b>AGENCY USE ONLY</b> AGENCY NUMBER: 3050 LOCATION CODE: P.R. OR AUTH. NO.: 				
AGENCY NAME <b>WASHINGTON DEPARTMENT OF VETERANS AFFAIRS</b> 1102 Quince St SE PO BOX 41150 OLYMPIA, WA 98504-1150 VENDOR OR CLAIMANT (Warrant is to be payable to:) 		<b>INSTRUCTION TO VENDOR OR CLAIMANT:</b> Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item. Vendor's Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status. By: _____ (SIGN IN INK) _____ (TITLE) (DATE)				
CONTRACTOR ADDRESS ADDRESS ADDRESS PHONE NUMBER		FED TAX ID # _____ AGENCY APPROVAL _____ DATE RECEIVED _____				
Date	Description	Quantity	Unit	Unit Price	Amount	For Agency Use Only
/ /	For Services Rendered under Contract No. _____ for the month of: 20____. PER ATTACHED DVA FORMS 047A, 047B & 047C					
SAMPLE ONLY - DO NOT USE						
DOC INPUT DATE	CURRENT DOC. NO.	REFERENCE DOC. NO.	VENDOR NUMBER	SUFFIX		
ACCOUNT NO.		VENDOR MESSAGE				
TRANS	M	MASTER INDEX			SUB	
CODE	O	APPN	PGM	SUB	SUB	INVOICE
	D	INDEX	INDEX	OBJ	OBJ	DATE
					GL	AMOUNT
					ACCT	INVOICE
					DR/CR	NUMBER
SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT				DATE	WARRANT TOTAL	WARRANT NO.
ACCOUNTING APPROVAL FOR PAYMENT				DATE		

## EXHIBIT D - Exceptions to Sample Contract

### (M) Terms and Conditions

The Apparent Successful County is expected to enter into a Contract that is substantially the same as the sample contract and its general terms and conditions attached as [Exhibit C](#). In no event is a County to submit its own standard contract terms and conditions in response to this solicitation. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Due to the nature of services being provided we will consider/negotiate additional industry standard terms and conditions that would be offered by the County for inclusion in the contract as additional Exhibits. However, the WDVA reserves at its sole discretion to accept or reject these additional exhibits. A County may submit changes to the content of the Contract as presented in [Exhibit C](#).

**The County must provide one of the two following statements here in response to this section:**

"<County Name> accepts the terms of **XXXX** Contract"

Or

"<County Name> accepts the terms of the **XXXX** Contract, EXCEPT FOR those areas identified in [Exhibit D](#) to this RFP Proposal."

All identified exceptions, modifications, and/or additions shall be included as [Exhibit D](#) to the Proposal and clearly marked mandatory or proposed as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFP
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

**The County must clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:**

**Mandatory:** A County submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to the WDVA, then the County does not want its proposal to be considered or evaluated by the WDVA.

**Proposed:** A County submitting a proposed exception, modification, and/or addition, is asking that the WDVA consider it, and if acceptable to the WDVA, include the proposed wording in any resulting Contract.

**EXHIBIT E - (M) BUDGET COST PROPOSAL**

Budget Proposal is to be submitted utilizing the Microsoft Excel work book attached to this RFP.

(Should the County be unable to download the Excel from the WEBS site <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>, County is to contact the RFP Coordinator to request it be delivered to them electronically.)

**Exhibit F**

**BIDDER CERTIFICATION**

**WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA**

**WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Prior to awarding a contract, agencies are required to determine that a bidder is a ‘responsible bidder.’ See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a certification that the county has not willfully violated Washington’s wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).*

Procurement No.: RFP 2019-002

Procurement Solicitation Dated: \_\_\_\_\_, 2019

I hereby certify, on behalf of the firm identified below, as follows (check one):

- NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

- NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

- VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of



**Exhibit G**

**COUNTY CERTIFICATION**

**EXECUTIVE ORDER 18-03 –**

**WORKERS’ RIGHTS WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State*

*Department of is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

Solicitation No.: RFP 2019-002

I hereby certify, on behalf of the firm identified below, as follows (check one):

**NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.**

This County does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

**MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME:

Name of County – Print full legal entity name of firm

By:

Signature of authorized person

Print Name of person making certifications for firm

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Return County Certification to Procurement Coordinator at: [dvacocontracts@dva.wa.gov]